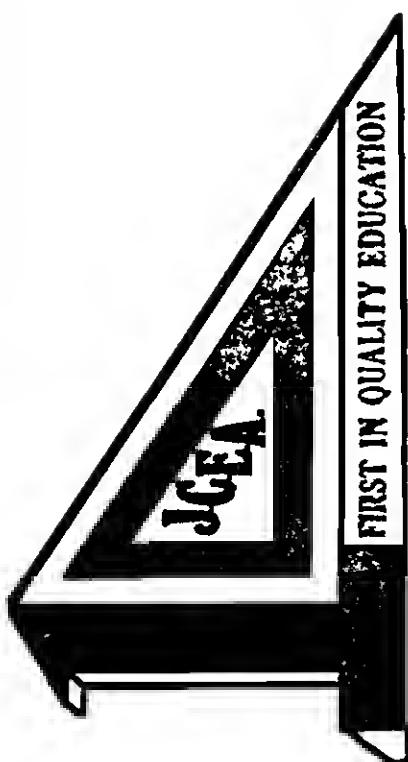


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## CONTRACT AGREEMENT

between

THE JERSEY CITY  
BOARD OF EDUCATION

and

THE JERSEY CITY  
EDUCATION ASSOCIATION

covering the period

**SEPTEMBER 1, 1986**

to

**AUGUST 31, 1988**

JCEA -- HCEA -- NJEA -- NEA

**JERSEY CITY EDUCATION ASSOCIATION**

2300 Kennedy Boulevard  
Jersey City, New Jersey 07304  
(201) 435-6600

**J.C.E.A. EXECUTIVE BOARD**  
**1986-1988**

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Patrick Cullen - #5

Marilyn Donovan - #9

Marjorie Freeman - #3

Ron Calderon - #37

Charles Brown - #14

John Pesaniello - #39

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Between

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BOARD OF EDUCATION**

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EDUCATION ASSOCIATION**

covering the period

**SEPTEMBER 1, 1986**

to

**AUGUST 31, 1988**

Ratified by the Jersey City Board of Education

346 Claremont Avenue

Jersey City, New Jersey 07305

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## PREAMBLE

The Board of Education of Jersey City and the Jersey City Education Association recognize their common goal to be the provision of the finest educational opportunities for the boys and girls of the Jersey City Public Schools.

To work towards the attainment of this goal, it is also recognized that the joint efforts of the Board of Education and the Jersey City Education Association are required and that it is essential to fulfillment that they, through their respective representatives, engage in good faith negotiations on matters pertaining to salaries and terms and conditions of employment.

This Agreement is made and entered into this 19th day of February, 1987, by and between the *Jersey City Board of Education*, (hereinafter referred to as the "Board") -- and the *Jersey City Education Association*, (hereinafter referred to as the "Association" or the "JCEA").

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1-1. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel included in the bargaining unit.

1-2. The Board has determined that the provisions of Section 19 of Article 1 of the New Jersey Constitution as well as the New Jersey Public Employment Relocations Act N.J.S.A. 34:13A-5.2. ET SEQ. can best be effectuated by entering into this Agreement with the Association, and the Board hereby recognizes the Association for purposes of professional negotiations as the exclusive representative of those employees of the Public Schools of Jersey City, certified by the State Department of Education, in the following unit including those with tenure probationary status and on contract, implied or stated, excepting those on per diem assignment. This list shall include but not be limited to the following:

1-2A The following category of "teachers": physical education, pre-vocational, industrial art, home economics, vocational, chronically ill; educable; deaf; in-charge-of-annex; vocational-related work; trainable; hospital class; neurologically impaired; emotionally disturbed; socially maladjusted; learning disability consultant (teacher); home instruction; remedial arithmetic; visiting teacher (school social worker); teacher specialist-music-art; appointed day school K-12, including department coordinators; contract day school K-12, and state certified day school K-12.

1-2B The following category of "evening high school" personnel: guidance; teacher-guidance; teachers appointed; teachers contract; teachers state certified; teachers who work in schools during the day.

1-2C School psychologist; teachers on leave; student personnel services (guidance teachers).

1-2D Assistant to principals, high school; vice-principals, elementary school; attendance department; senior officer and permanent officers; school nurses.

1-3. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article 1 of the New Jersey Constitution or under N.J.S.A. 34: 13A-5.2 ET.SEQ.

1-4. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit, and references to male teachers shall include female-teachers.

## **ARTICLE 2 INDIVIDUAL GRIEVANCE PROCEDURE**

2-1. To promote to the highest possible degree, harmonious employer-employee relations, it is essential that procedures to resolve grievances be established.

2-2. A grievance may be considered to exist when an employee believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent agreement entered into pursuant to this Agreement.

2-3. In the wording of this statement of procedures, the term "employee" shall be taken to include all members of the bargaining unit.

2-3.1 Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.

2-4. Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2-4.2 **STEP I** -- Any employee who has a grievance shall first orally advise his/her principal (or immediate superior or department head, if applicable) of its existence. The principal shall meet with the employee within three (3) school days in an attempt to resolve the grievance at this level. Within three (3) school days after the discussion, the principal (or immediate superior or department head, if applicable) shall orally make known his decision to the employee.

2-4.2. **STEP II A** -- Should discussion at the level of STEP 1 not result in a satisfactory resolution, the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the Chairman of the JCEA Grievance Evaluation Team.

2-4.3. **STEP II B** -- If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP II A above, present a written statement of its position on the matter to the Chief of Personnel and to the aggrieved. The employee in further discussion of his/her grievance, may at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Chief of Personnel shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) school days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Chief of Personnel's decision shall be prepared in triplicate: one copy to the employee, one copy to the JCEA Grievance Evaluation Team, and one copy to the Superintendent of Schools.

2-4.4. **STEP III** -- If the grievance is not resolved to the satisfaction of the employee at the level of STEP II, the employee may appeal within ten (10) calendar days, to the Superintendent of Schools and Board counsel in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The Superintendent and Board counsel shall confer with the parties concerned, within four (4) calendar days. The Superintendent and Board counsel shall then, within six (6) school days, render their decision. A written statement of this decision, and all supporting reasons shall be sent to the aggrieved, to the Chief of Personnel and the JCEA Grievance Evaluation Team.

**2-4.5. STEP IV** - If the grievant is not satisfied with the disposition of the grievance at STEP III, the grievant shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP III.

**2-4.6.** The arbitrator shall proceed with hearing and submit a written decision in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be paid by the unsuccessful party.

**2-5.** An aggrieved employee shall institute action, under the provisions hereof within fifteen (15) school days following the occurrence. However, any aggrieved employee whose grievance deals with those items which are contained in the annual statement, shall have fifteen (15) months following receipt of said statement to file his/her grievance.

**2-5.1.** The annual statement referred to in 2-5 above shall include the following information;

**2-5.2.** Annual salary, step on guide, prior service pay, longevity pay, column on guide, extra compensation and number of sick leave days in accumulated sick leave bank as of September 1 next, following the annual statement, and Hospital Plan in which the employee is enrolled.

**2-6.1.** An employee whose grievance has been deemed to be without merit by the JCEA Grievance Evaluation Team shall retain the right of written appeal to the Superintendent of Schools.

**2-6.2.** Should circumstances necessitate hearings or discussion of a grievance during school hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the Board of Education.

**2-6.3.** In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

**2-6.4.** Any of the time limits specified may be extended by mutual agreement.

**2-6.5.** In the event a grievance is brought up for consideration at the end of a school year, and if the principal (or immediate superior or department head, if applicable) is not available after the closing of school for procedures outlined in STEP II, the employees may proceed directly to STEP III, if the JCEA Grievance Evaluation Team contends that there is merit to the matter.

**2-6.6.** If the grievant is not satisfied with the disposition of the grievance at STEP IV, the grievant shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) school days after the disposition of the grievance at STEP IV.

**2-7.** The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures, and contractual agreements which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.

**2-8.** If, in the judgement of the JCEA Grievance Evaluation Team, a grievance affects a group or class of teachers, the

GET may submit such grievance, in writing, to the Superintendent directly, and the processing of such grievance shall be commenced at STEP III. The GET may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.

2-9. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

### ARTICLE 3 SUCCESSOR AGREEMENT

3-1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 3 of the school year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be submitted to the Board for adoption and to the Association for ratification.

3-2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations to the extent permitted by State statutes.

3-3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board representatives and the Association representatives and be submitted to the Board for possible adoption and to the Association for ratification.

3-4. The Board agrees not to negotiate concerning said employees in the negotiating unit with any organization other than the Association for the duration of this Agreement. The Board and the Association also agree that all negotiations be conducted in private and that strict confidentiality be maintained by both parties.

3-5. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

3-6. Negotiations shall commence with pre-negotiation sessions which will include such items as:

- A. Place of meeting
- B. Time of meeting
- C. Frequency of meetings
- D. Length of meeting
- E. Composition and size of negotiating teams
- F. Use of consultants
- G. Procedure for presentation of proposals
- H. Presentation of new proposals subsequent to initial presentation of proposals
- I. Agenda presentations
- J. Time limits

3-7. Incident to negotiations, the Board will make available all relevant data and records, within reason, that may be requested by the Association.

3-8. If negotiations reach an impasse, either party may have recourse to the provisions of Chapter 123 of the Laws of 1974 in addition to such other courses of conduct as the circumstances may warrant.

3-9. In the event the Association desires to negotiate any proposal which has not heretofore been negotiated, it shall

submit same in writing to the Board at the appropriate time. Proposals not accepted shall be deemed on the table from time to time.

3-10. The Board and the Association will make every good faith effort to carry out the spirit as well as the letter of this Agreement.

#### **ARTICLE 4 DEDUCTION FROM SALARY**

4-1. The Board agrees to deduct from the salaries of its employees dues for any or all of the following: Jersey City Education Association, Hudson County Education Association, New Jersey Education Association, and National Education Association. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.A. 52:14-15 9e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted promptly to the treasurer of the JCEA following the monthly pay period in which deductions were made.

4-1.1.

##### **AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES**

Name \_\_\_\_\_  
Soc. Sec. No. \_\_\_\_\_  
Address \_\_\_\_\_  
School \_\_\_\_\_  
School Position \_\_\_\_\_

4-1.2. **Continuing Dues Deduction Authorization**--I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings, until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organizations; such amounts to be paid to such

person as may from time to time be designated by the local Association. This authorization may be terminated only by prior written notice from me effective January 1 or July 1 of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all right and claim for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefore.

4-2. The JCEA shall certify to the Board of Education, in writing, the current amount of the membership dues for the associations referred to in 4-1 above.

4-3. Deductions referred to in the Section shall be made on the first day of each month. The Board shall not be required to honor, for any deduction, authorizations that are delivered to it later than one (1) week prior to the distribution of the payroll from which the deductions are to be made.

4-4. No later than September 30th of each year, the Board shall provide the Jersey City Education Association with a list of those employees who have voluntarily authorized the Board to deduct dues. The Board shall notify the Association monthly of any changes in said list. Any teacher desiring to have the Board discontinue deductions he/she has previously authorized, must notify the Board and the Association concerned, in the manner prescribed in Chapter 233 of Public Laws of 1969.

4-5. The Association reserves the right and the Board of Education has given to the Association the right to employ a representation fee or agency fee on all persons who are not members of the JCEA.

#### **ARTICLE 5 BOARD RIGHTS AND RESPONSIBILITIES**

5-1. The Board on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitutions of the State of New Jersey and the

United States. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board and the adoption of policies, rules, regulations and practices in furtherance thereof shall be limited only by the terms of this Agreement and then only to the extent such terms are in conformance with law.

#### **ARTICLE 6 TEACHER RIGHTS**

6-1. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

6-2. Whenever any teacher is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in office, position or employment or the salary or any increments pertaining thereto, then that teacher shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent the teacher during such meeting or interview.

6-3. The teacher shall maintain the right and responsibility to determine grades within the grading policy of the Jersey City School District based upon the teacher's professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible.

6-4. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

6-5. In every event, the teacher shall have authority in the classroom, provided the teacher's actions do not conflict with sound educational principles or state law.

#### **ARTICLE 7 ASSOCIATION RIGHTS**

7-1. The Association shall have the right to distribute, through the use of the teachers' mailboxes, material dealing with the proper and legitimate business of the Association.

7-2. The principal and/or his designee shall be notified prior to the distribution of such materials.

7-2.1. Representatives of the JCEA, of the NJEA, and of the NEA shall have the right to enter the schools to meet with teachers during their preparation periods or lunch periods or after school to carry out appropriate Association business.

7-2.2. The President or his designee shall have the right to enter the school and meet with teachers at any time. This right shall not be abused.

7-2.3. The President of the JCEA, or his designee, shall be permitted to devote all his time to Association business and affairs. The President shall continue to be granted adequate office and parking facilities.

7-2.4. The 1st Vice President or the designee of the President, shall have no more than two 1/2 days per full week of school to carry out appropriate Association business, provided that the aforesaid time shall not disrupt the educational process. The first Vice President shall notify the Superintendent or his designee as to where and when he or she is carrying out such Association business during school time.

7-3. Representatives who enter the schools shall notify the principal or the designee of the principal, of their presence prior to meeting any teacher or group of teachers.

7-4. The Board shall provide bulletin boards to the Association for its exclusive use as sole bargaining agent. These shall be provided in schools and locations recommended by the Association and approved by the principal.

7-4.1. Bulletin boards shall be provided as follows: One (1) board to a school with a faculty of 35 teachers or less; two

(2) boards to a school with a faculty of 35 to 70 teachers; three (3) boards to a school with a faculty of 70 teachers or more.

7-4.2. Existing bulletin boards which are in good condition shall be accepted by the Association.

7-5. No other bulletin board, display or mail space shall be made available to any other organization representing teachers on a school system-wide base.

7-6. Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, that person shall suffer no loss of pay.

7-7. The Association may be granted permission to use school buildings, at reasonable hours, for meetings. The usual procedure to obtain permission, in accordance with the Rules of the Board of Education, shall be followed.

7-8. An Association Building Director, if faced with an emergency situation requiring immediate attention, may request the immediate supervisor to relieve the building director temporarily.

7-8.1. To the extent that building directors, other than Copenhagen teachers, do not have at least one (1) preparation period a week, they will be given said preparation period, which they may devote, at their discretion, to the conduct of Association business, provided, however, that no more than fifteen (15) additional preparation periods per week for the entire school system will be made available for such purposes.

7-9. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers and to no other organization.

#### **ARTICLE 8 MEETINGS OF PRINCIPAL AND J.C.E.A. DIRECTORS**

8-1. The principal or his designee and the Association Directors, but limited to two (2), in his school, shall meet at least once a month during the academic year to discuss and attempt to resolve problems affecting the school, teacher morale, working conditions and other issues pertinent to the implementation of this contract.

8-2. The time and date of meeting shall be mutually agreed upon by the principal and the Association Directors.

#### **ARTICLE 9 MEETINGS OF SUPERINTENDENT AND J.C.E.A. PRESIDENT**

9-1. The Superintendent and/or his representative and the President of the Association and/or his representative shall meet at least once a month during the academic year to discuss and attempt to resolve problems affecting the schools, teacher morale, working conditions, and other issues pertinent to the implementation of this contract.

9-2. The time and date of meeting shall be mutually agreed upon by the Superintendent and the President of the Association.

#### **ARTICLE 10 TEACHER FACILITIES**

10-1. The Board of Education and the Association agree that an area or facility shall be provided for the safe storage of a teacher's personal possessions used in the performance of his/her duties, in all schools.

10-2. Each school shall have the following facilities:

10-2.1. Space in each classroom in which teachers may store instructional materials and supplies, within reason.

10-2.2. Appropriately furnished rooms reserved for the exclusive use of teachers as faculty lounges, complete with refrigerator and cooking unit.

10-2.3. A public pay telephone, for the exclusive use of teachers: in high schools, one each in the men's faculty lounge and the women's faculty lounge; one in each elementary school, in a location jointly selected by the building principal and the JCEA Building Director(s).

10-2.4. A serviceable desk and chair for the exclusive use of each teacher.

10-2.5. Well lighted and clean teacher lavatories.

10-2.6. Copies, exclusively for each teacher's use of all text used in each of the courses he/she is to teach.

10-2.7. Adequate chalkboard space in every classroom.

10-2.8. A complete and unabridged dictionary (which may be paperback) in every classroom.

10-2.9. Adequate books, papers, pencils, pens, chalk, erasers, and other such materials required in daily teaching distributed at the teacher's request-providing the requests are made sufficiently in advance, except in cases of emergency.

#### **ARTICLE 11 MEMBERSHIP ON BOARD OF PERSONNEL PRACTICES**

11-1. The Association shall have a minimum of three (3) members appointed by the President of the Association, to serve on and be voting members of the Board of Personnel Practices. At least one member shall be from the elementary schools and at least one from the high schools.

#### **ARTICLE 12 TEACHER EVALUATION**

12-1. The Board and the Association agree, inasmuch as supervision and evaluation of teachers is a process in

which those concerned are equally involved, that a committee made up of representatives of the principals, assistant principals, supervisors and representatives of the Association will be established to prepare joint recommendations as to policy regulating the supervisory function.

12-2. In cases where a teacher has been given an unsatisfactory rating, the teacher will be given a written statement setting forth the particulars of the unsatisfactory rating.

12-2.1. Where such rating endangers increment or contract status of the teacher for the ensuing year, the teacher must be notified of his status by April 30th.

12-2.2. When an unsatisfactory rating comes after April 30th, the teacher's contract status for the ensuing year cannot be denied except for cause.

12-2.3. Cause will be subject to the provision of the Grievance Procedure.

12-3. A teacher evaluation committee shall continue to meet. Such committee shall consist of three (3) teachers appointed by the Association and three (3) administrators appointed by the Board. The committee shall meet and submit a written report with recommendations on or before April 30th of each year.

#### **ARTICLE 13 TEACHING ASSIGNMENTS**

13-1. Assignments shall be given to teachers at least three (3) days before the closing of school.

13-2. Extra-compensation positions are those listed in Schedule F.

13-2.1. Whenever a vacancy exists in a position classified as an extra-compensation position, notice shall be posted in all schools inviting those qualified to apply in writing. The

notice will contain requirements and duties. Each applicant shall submit the application by certified mail, return receipt requested.

13-2.2. Selection of personnel to fill all vacancies will be made by the Board from an alphabetized list of those who apply within the time specified in the announcement.

13-3. Whenever vacancies or openings occur in those positions administered through the Board which provide extra or additional work and for which additional compensation is offered, notice will be posted in the schools inviting those qualified to apply in writing.

13-3.1. This category shall consist of the following positions:

Summer School and After School Teaching  
Accredited Evening High School Teaching  
Athletic Coaches  
Book and Curriculum Evaluation positions  
Special Project positions

The Board shall select personnel to fill such positions on the basis of criteria published.

13-4. New positions, if and when established by the Board, shall be filled by selection by the Board from those who apply in writing.

13-4.1. Selection will be based on published criteria.

13-4.2. Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the position.

13-5. In the event that changes in schedules, class and/or subject assignments, building assignments or room assignments are proposed, said teacher affected shall be notified promptly in writing.

#### **ARTICLE 14 TEACHER FILES**

14-1. Teachers, upon presentation of advance written request, may inspect their personnel files.

14-2. Teachers shall have the right to add written comment to any material filed and these written comments, after review by the Assistant Superintendent of Schools in charge of Personnel, shall be made part of the teacher's personnel file.

14-3. In the event material of a critical, derogatory or unfounded nature is to be placed on file, the teacher involved shall be notified and given the opportunity to review such material. The teacher's written comments, if any, relative to such material shall be made part of the teacher's file.

14-4. Completed evaluation forms are to be kept in personnel folders of all teachers.

#### **ARTICLE 15 TEACHER MEETINGS**

15-1. Principals of individual schools or other duly authorized personnel shall notify the faculty of any meeting to be held at which their attendance is required at least two (2) days in advance of the meeting date, except in emergencies. Notice of the meeting shall include the proposed agenda.

15-2. The Board and the Association recognizes that meetings requiring attendance of the entire faculty of a building after regular school hours should only be called for such items as those which relate to the safety and welfare of students and teachers and for other significant purposes.

15-3. Normally, no more than two (2) meetings per month shall be called and, normally, such meetings shall not exceed forty-five (45) minutes. If, in the judgment of the principal, it is necessary to hold any additional meetings,

the Association representative will be notified, under normal circumstances, two (2) days in advance and, in all circumstances, in advance.

15-4. The Association Director shall have an opportunity to speak during any meeting for a period normally not longer than five (5) minutes.

15-5. Should the teachers in any building feel that an excessive number of meetings are being called, they may act according to the Grievance Procedure beginning at STEP III.

## **ARTICLE 16 PROMOTIONS**

16-1. The administrative and supervisory positions listed below shall be filled by Board appointment, in order of numerical ranking from appropriate eligibility lists.

16-2. It is agreed that, in administering this policy: Vacancies to be filled shall be publicized in all schools within ten (10) school days after an opening occurs.

16-3. All publicity and notices of such vacancies and positions shall set forth qualifications for and duties of the positions.

16-4. Promotional examinations **shall** be held within sixty (60) days following said announcement. Any necessary extension of this period **shall** be made by mutual agreement between the Office of the Superintendent of Schools and the Association.

16-5. All vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, or marital status.

## **ARTICLE 17 TRANSFERS**

17-1. In all cases of transfer, the following shall apply:

17-1.1. In cases of **Voluntary** transfer, seniority begins when the teacher assumes the new position.

17-1.2. In cases of **Involuntary** transfer, the teacher shall retain all accrued seniority.

17-1.3. For the purpose of this Article, promotional and extra-compensation positions applied for shall be deemed voluntary transfers.

### **17-2. Voluntary Transfers**

A teacher seeking transfer to another school shall submit a written request to the Superintendent of Schools no later than March 1st of the current year. The teacher shall state the reasons for the request, the school, grade, and/or subject to which the teacher seeks transfer. Three (3) choices, in order of preference, if there be preference, shall also be stated. If none of the choices is available then the written request shall be deemed withdrawn.

17-2.1. When a request for transfer is not granted, the teacher shall be notified in writing by the office of the Superintendent of Schools.

17-2.2. A list of all transfers shall be made available to the Association immediately upon request.

### **17-3. Involuntary Transfers**

17-3.1. The teacher involved shall be notified at a meeting with the principal or immediate superior of the intention to request the transfer and of the reason therefore.

17-3.2. This meeting shall be held, under normal circumstances, three (3) days before the end of the school year.

17-3.3. The reason or reasons for the request shall also be set forth in writing and presented to the Superintendent of Schools and to the teacher.

## **ARTICLE 18 STUDENT DISCIPLINE**

18-1. Teachers have the right to recommend the suspension of pupils from their classes.

18-2. This procedure shall not contravene any statutory provision affecting the right of the principal to suspend.

18-3. When, in the judgment of a teacher, a student is by his behavior seriously disrupting the instructional program to the detriment of other students, the teacher may send the student to the principal. In such cases, the principal shall arrange as soon as possible and under normal circumstances not later than the conclusion of the following school day a conference among himself, the teacher, the parent, and possibly an appropriate specialist, to discuss the problem and to decide upon appropriate steps for the child's return.

#### **ARTICLE 19 TEXTBOOKS, TEACHING MATERIALS, AND SUPPLIES**

19-1. To be sure that all textbooks are available for the first day of school, textbooks should be ordered in time for an August 15th delivery. Transfer of books between schools shall be facilitated.

19-2. Petty cash funds shall be established at each school in the following amount for each school year.

School with 0-500 students	\$150.
School with 501-1000 students	\$200.
School with 1001-1500 students	\$250.
School with 1501 and more students	\$300.

#### **ARTICLE 20 TEACHING CONDITIONS (Preparation-on-call periods)**

20-1. **PREPARATION PERIOD**--Each teacher is to have an uninterrupted preparation period each day, when possible. Regular teachers shall first be assigned on a voluntary basis during non-teaching time, prior to assignment on rotating basis.

20-2. **HIGH SCHOOL**--Secondary teachers shall not be assigned to more than two (2) subject matter teaching preparations per day without full and sufficient cause.

20-2.1. The normal academic load of a teacher in the high schools shall consist of five (5) teaching periods, a home room, and a special assignment. In Physical Education, Industrial Arts, and other double-period subject areas, variation from the normal must occur.

20-2.2. Teaching periods will be spread out over the eight-period day so that, with the exception of teachers of double-period subjects a teacher will normally teach no more than two periods consecutively. In all instances, efficient utilization of the school facilities and personnel must be accorded the highest priority to insure proper scheduling.

20-3. **ELEMENTARY SCHOOLS**--The Board and Association agree to strive for a goal of three (3) on-call periods per week in the elementary schools. This program shall be implemented by relieving teachers of classroom responsibilities when such specialists as teachers of art, music, industrial arts, home economics and physical education take over classes. Principals shall be encouraged to work towards this goal when scheduling specialists to assure uniform preparation time among each building faculty. The Board and Association agree that in cases of emergencies affecting the normal operation of the school, teachers may be called upon to cover classes. In such emergencies, available teachers will be selected from a rotating list to insure equitable distribution of such assignments.

20-4. In the event a classroom teacher is required to cover for an absent teacher, he/she shall be compensated per the following formula:

20-4.1. One day shall be added to the sick leave bank for every five (5) periods, (study, assigned duty or recitation) taken in the high schools.

Assumption of a Home Room assignment in the high schools shall be considered equal to one-half of a study, assigned duty, or recitation period.

20-4.2. In the elementary schools, a teacher shall be given one additional sick leave bank day for every five (5) on-call periods given to covering service.

20-4.3. A teacher shall be given an additional sick leave bank day for every five (5) days on which he-she takes extra pupils into his-her room.

20-4.4. All teachers who are not under tenure shall be required to submit lesson-plan books.

20-4.5. All teachers shall be required to have available emergency lesson plans to provide direction to substitute teachers.

20-4.6. All teachers shall plan their work and have such plans ready for presentation to authorized personnel at the time of supervisory visitations.

20-5. **NON-TEACHING DUTIES:** A joint committee of the Association and the Central Administration shall continue to study the feasibility of implementing an aide program to relieve teachers from non-teaching chores such as:

Keeping attendance register  
Hall and playground duty  
Lunchroom supervision

Recommendations of this committee shall be forwarded to the Association and the Board from time to time.

20-6. The in-school work day for all teachers shall consist of not more than five (5) hours and forty-five (45) minutes which shall exclude a duty-free lunch period as guaranteed to teachers as follows:

20-7. **LUNCH PERIOD-HIGH SCHOOL:** All teachers in the high schools shall have a duty-free lunch period of at least forty-five (45) minutes, except in instances where temporary scheduling (e.g. assembly days) may lessen the time for both pupils and teachers.

20-7.1. **LUNCH PERIOD, ELEMENTARY SCHOOL-** All teachers in the elementary schools shall have a duty-free lunch period of at least sixty (60) minutes except for court duty which shall not exceed ten (10) minutes at the end of the lunch hour and shall be scheduled on a rotating

basis. The school lunch period may be adjusted to a 1/2 hour duty-free period if the Superintendent deems it educationally necessary. However, before this shall be done the Jersey City Education Association shall be consulted. Any teacher who wishes to maintain the one (1) hour duty-free lunch period shall be eligible for transfer. In the event there is a reduction to a 1/2 hour duty-free lunch period the affected teacher shall be dismissed from school 1/2 hour earlier.

20-7.2. Teachers of all Special Education classes shall have a duty-free lunch period of one-half hour. Lunchroom aides will be employed to effectuate the above.

## **ARTICLE 21 PROTECTION OF TEACHERS, STUDENTS, AND PROPERTY**

21-1. When absence arises out of or from assault or injury while acting in discharge of duties, the teacher shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

21-2. Teachers shall immediately report cases of assault, physical or verbal, suffered by them in connection with their employment to their principal or other immediate superior.

21-2.1. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

21-3. If criminal or civil proceedings are brought against a teacher alleging that he-she committed an assault in

connection with his-her employment, the Board of Education shall furnish legal counsel to defend him-her in such proceedings.

21-4. Whenever any civil or administrative action has been or shall be brought (except an action, civil or administrative, instituted by the Board) against the teacher for any act or omission arising out of and in the course of the performance of his or her duties, the Board shall defend such action and shall save harmless and protect such person from any financial loss resulting therefrom.

21-5. Should any criminal action be instituted against any such teacher for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such teacher, the Board of Education shall reimburse such teacher for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

21-6. As specified in NJS 18A:6-1, a teacher may within the scope of his-her employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property.

21-7. The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his-her duties within the scope of his-her employment.

21-8. The Board of Education and The Association mutually agree that teachers shall not be required to work under unsafe or hazardous conditions. Any such conditions must be reported at once for correction to the principal or other responsible authority.

21-9. The Board and the Association shall develop mutually acceptable programs to guarantee the safety of students, teachers and property immediately upon recognition of such a need.

## ARTICLE 22 NUMBER OF DAYS AND HOURS OF EMPLOYMENT

22-1. **TEACHING YEAR:** No teacher shall be required to work more than one hundred and eighty-one (181) days per school year. This includes one (1) orientation day held at the beginning of each school year with no students in attendance. All new teachers shall have one additional day of orientation with no students in attendance.

22-1.1 This does not preclude voluntary professional services being rendered at the teacher's convenience.

22-2. **TEACHING HOURS:** It is agreed that teachers shall report and leave their assignments according to the following schedule:

High Schools .....	8:30 a.m. - 3:00 p.m.
A.E.H.S. ....	6:15 p.m. - 10:00 p.m.
Elementary Schools .....	8:30 a.m. - 3:15 p.m.
Special Education (transported elementary) .....	8:30 a.m. - 2:30 p.m.

### Home Instruction and Hospital

Teachers .....	8:30 a.m. - 3:15 p.m.
Visiting Teachers .....	8:30 a.m. - 3:15 p.m.
Attendance Officers .....	8:30 a.m. - 3:15 p.m.
Nurses .....	School hours

Copenhagen - 8:20 a.m. - 12:20 p.m./12:30 p.m. - 4:30 p.m.  
(Additional one and one-half (1½) hour preparation period)

22-3. Regardless of the above, and if the Superintendent deems it necessary, school hours shall be flexible but shall not begin before 8:00 a.m. nor end later than 4:30 p.m. However, before any action is taken in this regard the Jersey City Education Association shall be consulted. There shall be no increase in time that any teacher is required to be in the school building nor shall there be any additional teaching time. The teacher's duty time shall be consecutive without interruption except for lunch period.

## **ARTICLE 23 PAYMENT OF SALARY CHECKS**

23-1. All members of the bargaining unit shall receive two (2) salary checks every month for twelve (12) months. Such checks are to be received by the teacher on the 1st and the 16th. In the event the 1st or the 16th falls on a weekend or a non-school day, such check shall be received by the teacher on the last school day prior to such weekend or non-school day.

In every event, checks shall be received by the teacher prior to A.M. dismissal.

23-2. Summer payments will require completed self-addressed envelopes for mailing purposes.

## **ARTICLE 24 TEACHER NOTIFICATION**

24-1. Regularly appointed teachers who are not under tenure shall be notified of their job status for the ensuing year on or before April 30, under normal circumstances.

24-2. Contract teachers shall be notified of their employment status for the ensuing year no later than April 30th.

## **ARTICLE 25 COACHES**

25-1. **MEETINGS:** Association-Board Athletic Committee--The Board and the Association agree that in order to achieve a more flexible and meaningful athletic program, members of the Board of Education's Athletic Committee will meet with representatives of the Association no less than three (3) times per year, (at least two (2) of these meetings shall be before January 1 of each school year), for purposes of discussing and planning activities of mutual concern.

25-2. **EVALUATION:** The responsibilities of evaluating a coach's performance of duty during a game and in his/her preparation for a game shall be placed on the Director of Health and Physical Education, the Assistant Director of

Health and Physical Education, the Principal of the school, and the Faculty Advisor of Athletics, and in those cases where applicable, the Supervisor of Girls Physical Education.

25-3. **RE-EMPLOYMENT:** Coaches will not be required to submit a yearly application for re-employment. Coaches will be notified of their re-employment within sixty (60) days after the conclusion of the season.

25-4. **ADVANCEMENT:** When a vacancy occurs in any Head Coaching position, appointment shall be given to an assistant coach active in that particular sport, based on seniority, experience and evaluation reports within the system.

25-5. **FILLING VACANCIES:** Whenever a vacancy exists in a coaching position, notice of such vacancy shall be posted in all schools inviting those qualified to apply in writing. The written application shall be sent to the Director or Assistant Director of Health and Physical Education.

25-6. In the event a vacancy shall occur during the summer recess, notification shall be given in writing to the last known address of all coaches in that sport. The applicant shall have fifteen (15) days to indicate interest. In the event more than one indicates such interest, the final choice shall be made by the Board of Education.

25-7. When a vacancy occurs for the position of Faculty Advisor of Athletics, only coaches with five (5) years experience or members of the Physical Education Department shall be considered.

25-8. **ELEMENTARY SCHOOL TEACHERS:** Elementary school teachers with coaching positions shall be given an unassigned period at the end of each school day, where feasible, to facilitate their coaching responsibilities.

## **ARTICLE 26 HEALTH INSURANCE**

26-1. The Board of Education shall make available to teachers individual coverage under the New Jersey Public and School Employees Health Benefits Plan, including Rider "J".

26-2. The Board shall provide the health-care insurance protection designated below.

26-2.1. The Board shall pay full premium for each teacher and, in cases where appropriate, for family-plan insurance coverage.

26-2.1.1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

26-2.1.2 Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- a. Hospital room and board and miscellaneous costs.
- b. Out-patient benefits
- c. Laboratory fees, diagnostic expenses, and therapy treatments.
- d. Maternity costs.
- e. Surgical costs.
- f. Major-medical coverage.
- g. An individual dental plan will be provided. \*
- h. An individual prescription plan will be provided.

\*This benefit is enhanced by an additional \$150,000 cost to the Board. However such sum is divided between and among all units represented by JCEA on a Per Capita basis.

26-2.2. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this section which shall include a clear description of conditions and limits of coverage as listed above.

26-2.3. The Board shall provide each teacher with a \$2,500 life insurance policy and a \$2,500 death and dismemberment policy. Upon retirement, the life insurance coverage shall be decreased to \$1,000 for each retired teacher, and the death and dismemberment policy shall be cancelled. The premium for the post-retirement life insurance in the amount of \$1,000 shall be borne by the retiree.

## **ARTICLE 27 ACADEMIC FREEDOM**

27-1. In our representative democracy, in which ultimate power is retained by the people and exercised through delegation of authority, the Board and the Association advocate the realization of the full potential of each individual by recognition of and respect for his/her dignity. It therefore follows that the education of each individual must develop the essential fundamental processes and those skills, understandings, and attitudes which will affect his/her harmonious development as a spiritual, intellectual, physical, emotional, and social being. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for teacher and student is encouraged.

27-2. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study investigation, presenting and interpreting facts and ideas concerning man, human society, the physical and biological world, and other branches of learning, which do not conflict with the philosophy, underlying principles, objectives and content of the courses of study adopted by the Board of Education.

## **ARTICLE 28 EXTRA-COMPENSATION POSITIONS**

28-1. Extra-compensation positions shall include, but not be limited to those listed in Schedule F.

28-2. Whenever a vacancy exists in a position classified as an extra-compensation position, notice shall be posted in

all schools inviting those qualified to apply in writing. (The notice shall contain experience and training criteria in addition to the duties and requirements of the position.)

28-2.1. In instances when immediate assignment is imperative, temporary assignment may be made. Notice of a vacancy shall be posted within five (5) school days after the vacancy occurs.

28-2.2. Selection of personnel to fill such vacancies shall be made by the Board from an alphabetical list of those who apply within the time specified in the announcement.

28-2.3. Notice of a vacancy shall be posted on the official school bulletin board in every school within five (5) school days after the vacancy occurs.

28-2.4. This category shall include, but not be limited to, such positions as:

Summer School and After School Teaching  
Accredited Evening High School Teaching  
Athletic Coaches  
Book and Curriculum Evaluation positions  
Special Project positions

The Board shall select personnel to fill such positions on the basis of criteria published. Priority in selection of personnel for positions in the Accredited Evening High School shall be based on prior teaching experience in the Accredited Evening High School. Additional assignments shall be made from a list of those teachers in the Jersey City School System who apply in writing.

28-2.5. New positions, if and when established by the Board, shall be filled, by selection by the Board from those who apply in writing.

28-2.6. Notice of such new positions will be posted in all schools. Published notices will contain the duties, requirements and qualifications for the position.

28-3. Summer school openings shall be publicized, and teachers shall be notified of the action taken as early as possible.

28-3.1. In filling such position, consideration shall be given to a tenured teacher's area of competence, major and/or minor field of study. Preference shall be given first to teachers regularly employed in the Jersey City Public Schools.

#### **ARTICLE 29 SICK LEAVE**

29-1. Every teacher shall be credited with fourteen (14) days of accumulative sick leave annually.

29-2. A teacher who has used the current personal illness leave days and cumulative personal illness leave account, upon the recommendation of the Superintendent of Schools and the approval of the Medical Director, may receive one (1) additional day for each year of service as a regularly appointed teacher in the Jersey City Public Schools, with a minimum of ten (10) days, unless fewer are required. These additional days shall be called "permissive personal illness leave" and shall not be cumulative, and shall not be granted more than twice, but only once in any given school year. Individual days of absence not requiring a leave of absence may not be applied against permissive leave. If a teacher has not used his/her entire permissive leave in a school year, he/she may request the Superintendent of Schools, in writing, to apply the unused days within that school year (to June 30) to a new illness leave (five (5) days or more), if such is necessary, prior to expiration of that current school year.

29-3. A teacher who has served from one (1) to ten (10) years in the Jersey City School System shall be allowed an absence beyond the accumulated personal illness leave and the permissive personal leave not greater than forty (40) days in any one school year during which period he/she shall forfeit one-half ( $\frac{1}{2}$ ) substitute's per diem pay.

29-4. A teacher who has served ten (10) or more years in the Jersey City School System shall be allowed an absence beyond the accumulated personal illness leave and the permissive personal illness leave not greater than eighty (80) days in any one school year, during which period he/she shall forfeit one-half ( $\frac{1}{2}$ ) substitute's per diem pay.

29-5. To be eligible for benefits provided for in sections 29-3 and 29-4, a teacher must meet the requirements of section 29-2.

29-6. Salary payment shall be discontinued in case of absence in any one school year which exceeds that enumerated in the preceding paragraphs.

29-7. Deductions for absence of teachers in the Jersey City Public Schools on days when the schools are in session less than the customary five and one-half ( $5\frac{1}{2}$ ) hours shall be computed on the basis of the actual number of hours lost by such teachers while school was in session.

29-8. The procedure to be followed for illness requiring a leave of absence are as follows:

- A. Principal, Department Head or Superior should send leave form, Certified Mail/Return Receipt Requested, on the 6th (sixth) absence within a thirty (30) calendar day period. This form may be picked up personally by employee.
- B. Employee who has received said leave form must return this form completed by physician and employee Certified Mail/Return Receipt Requested within twelve (12) working days from its receipt.
- C. If completed personal illness leave of absence form is not received within the twelve (12) working day period, then the Principal, Department Head or Superior should send a certified letter indicating failure to comply.
- D. If no response to letter is received within five (5) working days, paycheck may be withheld pending disposition of illness leave by Medical Director.

#### **ARTICLE 30 ACCUMULATED SICK LEAVE INCENTIVE PLAN**

30-1. The teacher, upon resignation after (10) years of regularly appointed service or upon retirement, shall receive a lump sum payment equivalent to one-half ( $\frac{1}{2}$ ) of the current substitute per diem pay for each unused day accumulated in his/her personal illness leave bank after July 1, 1956. In the event of death before retirement, the teacher's estate shall receive the lump sum payment described herein.

30-2. A teacher who has at least three (3) years of service within the Jersey City School District shall have the option of trading in one-half ( $\frac{1}{2}$ ) of the sick days that he/she has accumulated in Jersey City after September 1, 1972, at a rate equal to one-half ( $\frac{1}{2}$ ) of the prevailing substitute per diem pay.

#### **ARTICLE 31 OTHER ABSENCE**

31-1. **ABSENCE FOR DEATH IN FAMILY**--In case of death of a parent, brother, sister, husband, wife, child, stepchild, or relative who is a member of the immediate household of a teacher, the teacher shall be excused without loss of pay or accumulated leave not to exceed five (5) consecutive calendar days.

31-2. **ABSENCE FOR DEATH OF RELATIVE**--In case of the death of a relative not included in the above section, a teacher shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of "relative" in this section shall include the following: grandfather, grandmother, uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), father-in-law, mother-in-law, brother-in-law (direct), sister-in-law (direct), son-in-law, daughter-in-law, grandchild, stepfather, and stepmother.

31-2.1. In the event of the death of an active faculty member, the faculty of the school shall be excused for a portion of the day to allow the faculty to attend services. In the event that the school cannot meet the state required hours for attendance or if scheduling difficulties prohibit this, a representative group of the faculty members shall be excused to attend the services.

**31-3. ABSENCE FOR RELIGIOUS OBSERVANCE--** Teachers may be excused for no more than three (3) days per year for religious observance. Deduction in salary for such days will be one-half (½) substitute's per diem pay.

**31-4. ABSENCE BY REASON OF QUARANTINE OR COURT ORDER--** A teacher absent from school by reason of quarantine by the Board of Health shall not suffer deductions in pay for such absence.

31-4.1. A teacher absent in compliance with the requirements of a court order shall not suffer deductions in pay for such absence provided he/she is served with a subpoena or summons and evidence of such service is supplied to his/her principal or department head and the absence is approved by the Superintendent of Schools.

**31-4.2. ABSENCE OF NIGHT SCHOOL TEACHER FROM DAY SCHOOL--** If a teacher in a day school who is employed also in an evening school shall be absent from the day school and teach in the evening school on the evening of the day of absence from the day school, the teacher shall not forfeit per diem pay for the absence from the day school provided that the absence is not for consecutive days.

**31-5. REPORT OF ABSENCE--** A teacher who is absent from duty because of personal illness, death in the family, quarantine, or compliance with the requirements of a court shall notify the principal as early as possible, and such notification shall be given in advance where possible. A teacher who is absent from duty for any other reason shall first secure permission from the Superintendent of Schools through the principal.

31-5.1. The teacher shall, in reporting absence for personal illness, communicate to the principal the probable duration of the illness.

31-5.2. Teachers absent for any period of five (5) days or less must on return, complete, sign and file with the principal, on forms to be supplied by the Board, a personal certificate as to the necessity of the absence.

**31-6. NOTIFICATION OF RETURN AFTER ABSENCE--** A teacher who has been absent for two (2) days or more shall, before the end of the school day prior to his/her return, notify the principal of his/her expected return.

## **ARTICLE 32 MATERNITY LEAVE**

**32-1. LEAVE OF ABSENCE FOR MATERNITY--** Any regularly appointed member of the teaching staff who is a married woman and who is pregnant shall file, with the Superintendent of Schools, not later than three (3) months before the expected birth of the child, an application for maternity leave, together with a physician's certificate setting forth the date of the expected birth. She shall be eligible, thirty (30) days hence, to receive, upon the recommendation of the Superintendent of Schools, maternity leave, without pay, for two (2) calendar years and such additional time as will permit the leave of absence to terminate on the following August 31st.

32-2. Any teacher who may become pregnant during a leave of absence granted for prior pregnancy may apply for one (1) additional leave for maternity.

32-3. Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.

32-4. The Superintendent of Schools, for proper cause and upon application of the teacher, may recommend the termination of the leave for approval of the Board of Education prior to its proper date of termination.

32-5. Any teacher not regularly appointed who becomes pregnant shall so notify the Superintendent of Schools, in writing, not later than three (3) months before the expected birth of the child, and her services shall be terminated forty-five (45) days hence, until her return to service may be approved by the Medical Director.

32-6. **ILLNESS AS A RESULT OF PREGNANCY--** Should any teacher, absent on maternity leave, develop an illness or malady as a result of such pregnancy, and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence, not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education, and subject to the approval of the Board of Education, until she has recovered from such illness.

32-7. Any teacher adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for the adoption.

### **ARTICLE 33 SABBATICAL LEAVE FOR STUDY OR FOR REST AND RECUPERATION**

33-1. **LEAVE OF ABSENCE FOR STUDY--** A leave of absence for the purpose of study shall be granted by the Board of Education to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least seven (7) years. The nature and scope of the study must be approved by the Superintendent of Schools.

33-1.1. A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty,

33-2. **LEAVE OF ABSENCE FOR REST AND RECUPERATION--** A leave of absence for the purpose of rest and recuperation may be granted at the discretion of the Board of Education to any member of the teaching staff who has performed continuous and satisfactory service in the public schools of Jersey City for at least fifteen (15) years. The Board shall not arbitrarily deny any requests under this Article.

33-2.1. A teacher to whom this leave of absence is granted shall be eligible for promotion in salary as if on active duty.

33-3. **COMPENSATION DURING LEAVE FOR STUDY OR FOR REST AND RECUPERATION--** A teacher absent on leave for study or for rest and recuperation shall receive, as compensation, one-half ( $\frac{1}{2}$ ) of his or her monthly salary for each month during the continuance of such leave.

33-3.1. This compensation shall be paid in the same manner at the same time as salaries are paid to other members of the teaching staff.

33-4. **LENGTH OF AND TIME OF BEGINNING LEAVE FOR STUDY OR REST AND RECUPERATION--** A leave of absence for study or for rest and recuperation granted under this rule shall be for a period of twelve (12) months beginning September 1st. Teachers on such leave may request cancellation of such leave at any time.

33-5. **TIME OF APPLICATION FOR LEAVE FOR STUDY OR FOR REST AND RECUPERATION--** Application for leave of absence for rest and recuperation should be presented to the Superintendent of Schools at least three (3) months before the beginning of the desired leave. Application for leave of absence for study should be presented to the Superintendent of Schools at least four (4) months before the beginning of the desired leave. The applicant shall sign a contract to serve in the public schools of the District for at least two (2) years after the expiration of a leave and if circumstances prevent the fulfillment of this obligation the teacher shall reimburse the Board of Education in direct proportion to the unfilled time except in case of death or permanent disability. The Superintendent of Schools shall report these applications to the Board at its next meeting.

**33-6. USE OF LEAVE FOR STUDY OR REST AND RECUPERATION**--The Board of Education shall require all teachers to whom leaves of absence are granted for study or for rest and recuperation under these rules to carry out fully all the details of the program of study presented in the application for leave, or to devote themselves to the purpose of rest and recuperation, and to refrain from engaging in any remunerative occupation during the continuance of the leave of absence. Tuition grants, scholarships, grants-in-aid, Federal Government grants or stipends, etc., shall not be considered as remuneration. Teachers on leave of absence for study shall present to the Superintendent of Schools, at such time as he may require, certificates signed by proper authorities, of the beginning, continuance and completion of the course of study chosen.

33-6.1. For its own protection and the protection of the schools, the Board will, in any case of violation, terminate the leave of absence and will regard such violation as evidence of conduct unbecoming a teacher, within the purview of the Tenure of Office Act.

#### **ARTICLE 34 LEAVE FOR PERSONAL BUSINESS**

**34-1. LEAVE OF ABSENCE FOR PERSONAL BUSINESS**--Leave of absence for personal business may be granted by the Board of Education for such periods as the Board may decide, said period may not exceed one (1) year. Teachers on such leave may request extension of such leave for good and valid cause. Those to whom such leave is granted shall suffer loss of pay and must state, in writing, that they will not accept another position as administrator, supervisor or teacher during that period.

34-2. Teachers shall be entitled to two (2) personal business days per year without loss of pay.

The personal business days shall not be cumulative.

**UNUSED PERSONAL BUSINESS DAYS SHALL BE TRANSFERRED TO SICK LEAVE BANK.**

34-2.1. One who requests a personal business day shall submit his request, on the form prescribed, to the principal in time to allow the request to reach the Office of the Superintendent of Schools three (3) days prior to the day of leave.

34-2.2. In the case of a personal emergency, the requirement of a prior written request will be waived by the Superintendent of Schools.

34-2.3. Except in the case of personal emergency, personal business leave days may not be taken on:

- A. The first or last week of the school year.
- B. The day before or after a school holiday.
- C. The day prior to or immediately following a vacation period within the school year.

#### **ARTICLE 35 LEAVE OF ABSENCE FOR MILITARY SERVICE**

**35-1. FIELD TRAINING OR ATTENDANCE AT SERVICE SCHOOLS**--A regularly appointed or contract teacher who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.

35-2. Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of the granted above be required in the same school year, military leave without pay for each additional period shall be granted.

**35-3. LEAVE FOR EXTENDED ACTIVE MILITARY SERVICE**--Any regularly appointed or contract teacher entering active military service with the Armed Forces of

the United States shall be granted military leave without pay for the period of his/her service.

35-3.1. The members of the National Guard and Naval Militia shall receive the difference between their pay and military pay in accordance with Revised Statutes of New Jersey 38:12-4.5.

35-3.2. Re-enlistment in active military service shall be considered as resignation unless such re-enlistment is required in accordance with Federal Law governing military service.

#### **ARTICLE 36 COMMITTEE REPRESENTATION**

36-1. The President of the Association shall have the exclusive right to designate the representatives of the Association to serve on all committees.

#### **ARTICLE 37 COMMITTEES**

37-1. The joint **SCHOOL FACILITIES PROGRAM AND EMERGENCY SCHOOL BUILDING AID COMMITTEE** shall continue to evaluate school facilities and emergency school building aid from the State Government and to make recommendations regarding same to the Board.

37-2. The joint **INSTRUCTIONAL COMMITTEE** consisting of four (4) representatives of the Board--three (3) members of the Association and one (1) representative of the Jersey City Parents' Council shall meet bi-monthly during the school year and advise the Board and the Association on such matters as textbook evaluation, curriculum revision and other educational matters regarding the effective operation of the Jersey City School District.

37-3. **MENTAL HEALTH AND DRUG USE CLINIC**--The Board shall establish a committee to study the establishment of a mental-health and drug use clinic. The

clinic would provide mental health services to carry out the recommendations of psychologists and psychiatrists. The clinic would also make preventive diagnoses in the area of drug abuse. The committee shall consist of three members appointed by the Board and two by the Association.

37-4. The joint **SPECIAL EDUCATION COMMITTEE** consisting of three (3) representatives of the Board and three (3) members of the Association shall continue to evaluate the existing special education program and to make recommendations for implementation of further special education programs to the Board.

37-5. **IN-SERVICE TRAINING**--To encourage members of the Professional Staff in the Jersey City Public Schools to improve their professional skills, the Board agrees to provide in-service courses each year, the nature and content of such courses to be decided by the Board and Association representatives. To plan and implement such in-service training, a committee shall be established with five members--three to be named by the Association and two to be named by the Board.

37-6. The **SUPERINTENDENT'S COMMITTEE ON FEDERAL FUND PROJECTS**--This committee shall develop projects to be undertaken with federal funds. The superintendent shall appoint those teachers selected by the Association.

37-7. The joint **SCHOOL PARKING FACILITIES COMMITTEE** consisting of two (2) representatives from the Board and two (2) members from the Association shall investigate the availability of space and the feasibility of utilizing such space at each school site for the purpose of parking facilities for members of this bargaining unit. This committee shall submit a written report with recommendations within the 1986-88 school years.

37-8. The joint **COMMITTEE ON TEACHER EVALUATION** shall continue to meet to prepare joint recommendations as to policy regulating the supervision and evaluation of teachers.

37-9. The joint **COMMITTEE ON NON-TEACHING DUTIES** shall continue to study the feasibility of implementing an aide program and shall forward recommendations to the Association and the Board from time to time.

37-10. The **ATHLETIC AWARDS COMMITTEE** comprised of members of the Board and representatives of the Association shall continue to evaluate and establish a system of awards for athletic contests.

#### **ARTICLE 38 BUREAU OF PUPIL PERSONNEL SERVICES**

38-1. An annual program of professional improvement shall be conducted during school hours for all professional members of the Bureau of Pupil Personnel Services. The program shall include expert speakers in related fields from outside the Jersey City School System. In addition to the two presently allowed visitation days, each member of the Bureau's professional staff may attend without loss of pay, one professional meeting in an appropriate field outside of Jersey City. Permission shall be requested from the Superintendent of Schools three (3) days in advance.

#### **ARTICLE 39 COST OF PRINTING CONTRACT**

39-1. The Board and the Association each agree to pay one-half ( $\frac{1}{2}$ ) of the costs for the final printing of 4,000 copies of this contract agreement in booklet form. The Association will prepare the contract form and submit names of printers to the Board for selection.

#### **ARTICLE 40 CENTRAL REGISTER**

40-1. One central register will be added to existing central registers during each of the two years of this agreement.

#### **ARTICLE 41 SEPARABILITY AND SAVINGS**

41-1. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

#### **ARTICLE 42 FULLY BARGAINED PROVISIONS**

42-1. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues for the life of this Agreement, and neither party shall be required to negotiate on any subject unless they mutually agree to do so.

#### **ARTICLE 43 MISCELLANEOUS**

43-1. There shall be no reprisals of any kind taken by the Board, its servants, agents or employees against any teacher or member of the JCEA by reason of membership in the JCEA or participation of its activities or by reason of his-her employment and/or his-her school-connected activities.

43-2. The President of the JCEA shall be permitted to attend to Association affairs to the same degree as was true prior to the 1986-88 school year, and shall continue to be granted adequate office facilities.

43-3. The Association agrees that teachers will, if requested, meet with parents during the evening not more than twice during the school year exclusive of the tradi-

tional open-house practice. One of said three (3) meetings shall be held after school hours and the other two (2) shall be held in the evening.

43-4. Teachers shall be scheduled to meet with parents one time during the school year from 3:00 P.M. to 4:00 P.M. Such meeting is in addition to the meetings set forth in Article 43.3. In the event the normal dismissal time for a school is earlier than 3:15 P.M.; then an appropriate adjustment will be made so that teachers are required to be in attendance no longer than 45 minutes after the normal closing hour.

#### ARTICLE 44 DURATION

44-1. The provisions of this Agreement shall be effective as of September 1, 1986, and shall remain in full force and effect until August 31, 1988, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article 3 of said Agreement.

44-2. All present conditions covered by any previous Agreement and those items now in effect as regular employer-employee practice shall remain in effect unless otherwise provided for in the 1986-88 Contract or unless changed hereinafter by mutual consent.

44-3. The Board recognizes that the statements contained in **Board's Policies, Administrative Rules and Regulations, School Board By-Laws** are not to stand in conflict with existing collective-bargaining agreements and, in the event that any statement of the **Board's Policies, Administrative Rules and Regulations, School Board By-Laws** should conflict with such collective-bargaining agreements, then such statements shall be modified to the extent necessary to conform to such collective-bargaining agreements.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized office this day of February 19, 1987.

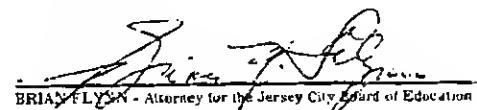
JERSEY CITY EDUCATION ASSOCIATION

  
LOUIS T. SCIALLI - President, Jersey City Education Association

  
THOMAS J. FAVIA - 1st Vice Pres., Jersey City Education Association

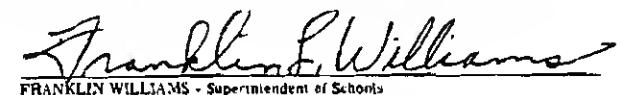
  
KAREN A. NEUHOFF - 3rd Vice Pres., Jersey City Education Association

BOARD OF EDUCATION OF THE CITY  
OF JERSEY CITY

  
BRIAN FLYNN - Attorney for the Jersey City Board of Education

  
MICHAEL MARINO - President of the Jersey City Board of Education

  
LOUIS LANZILLO - Assistant Superintendent in Charge of Personnel

  
FRANKLIN WILLIAMS - Superintendent of Schools

**SCHEDULE A****1986 - 1987**

STEP	B.A.	M.A. or	M.A. +32	DR.
		B.A. +32 (1)	B.A. +64 (1)	
1.	18,600	19,765	20,930	22,095
2.	18,800	19,965	21,130	22,295
3.	19,300	20,465	21,630	22,795
4.	20,200	21,365	22,530	23,695
5.	20,700	21,865	23,030	24,195
6.	21,700	22,865	24,030	25,195
7.	22,900	24,065	25,230	26,395
8.	24,300	25,465	26,630	27,795
9.	25,600	26,765	27,930	29,095
10.	26,850	28,015	29,180	30,345
11.	27,450	28,615	29,780	30,945
12.	28,050	29,215	30,380	31,545
13.	29,100	30,265	31,430	32,595
14.	31,100	32,265	33,430	34,595
15.	34,000	35,165	36,330	37,495
16.	36,900	38,065	39,230	40,395
17.	38,825	39,990	41,155	42,320

(1) this phase of the equivalency program is restricted to teachers appointed prior to September 1, 1963. Teachers appointed on or after September 1, 1963 must possess a Master's Degree to be eligible for advanced salary standing.

**SCHEDULE A****1987-1988**

STEP	B.A.	M.A. or	M.A. +32	DR.
		B.A. +32 (1)	B.A. +64 (1)	
1.	20,000	21,200	22,400	23,600
2.	20,250	21,450	22,650	23,850
3.	20,400	21,600	22,800	24,000
4.	21,090	22,290	23,490	24,690
5.	22,000	23,200	24,400	25,600
6.	22,500	23,700	24,900	26,100
7.	23,500	24,700	25,900	27,100
8.	24,700	25,900	27,100	28,300
9.	26,100	27,300	28,500	29,700
10.	27,400	28,600	29,800	31,000
11.	28,900	30,100	31,300	32,500
12.	29,600	30,800	32,000	33,200
13.	30,300	31,500	32,700	33,900
14.	31,600	32,800	34,000	35,200
15.	35,000	36,200	37,400	38,600
16.	38,400	39,600	40,800	42,000
17.	42,000	43,200	44,400	45,600

(1) this phase of the equivalency program is restricted to teachers appointed prior to September 1, 1963. Teachers appointed on or after September 1, 1963 must possess a Master's Degree to be eligible for advanced salary standing.

**SCHEDULE B**  
**PSYCHOLOGISTS**

**1986-1987**

STEP	M.A.	M.A. +32	DR.
1.	26,625	27,625	28,625
2.	26,875	27,875	28,875
3.	28,708	29,708	30,708
4.	29,915	30,915	31,915
5.	31,637	32,637	33,637
6.	32,750	33,750	34,750
7.	34,244	34,244	35,244
8.	35,738	36,738	37,738
9.	38,450	39,450	40,450
10.	43,050	44,050	45,050

**1987-1988**

STEP	M.A.	M.A. +32	DR.
1.	28,771	29,821	30,871
2.	29,021	30,071	31,121
3.	29,294	30,344	31,394
4.	31,292	32,242	33,292
5.	32,607	33,657	34,707
6.	34,485	35,535	36,585
7.	35,697	36,747	37,797
8.	37,326	38,376	39,426
9.	38,955	40,005	41,055
10.	42,000	43,050	44,100
11.	46,281	47,331	48,381

**SCHEDULE C**

**ATTENDANCE OFFICERS**

**1986-1987**

STEP	B.A.	M.A.	M.A. +32
1.	16,413	17,413	18,413
2.	16,663	17,663	18,663
3.	17,576	18,576	19,576
4.	18,455	19,455	20,455
5.	19,523	20,523	21,523
6.	20,530	21,530	22,530
7.	21,791	22,791	23,791
8.	22,673	23,673	24,673
9.	23,806	24,806	25,806
10.	25,155	26,155	27,155
11.	26,553	27,553	28,553
12.	28,850	29,850	30,850
13.	32,303	33,303	34,303

**1987-1988**

STEP	B.A.	M.A.	M.A. +32
1.	17,640	18,640	19,640
2.	17,890	18,890	19,890
3.	18,162	19,162	20,162
4.	19,158	20,158	21,158
5.	20,115	21,115	22,115
6.	21,280	22,280	23,280
7.	22,378	23,378	24,378
8.	23,753	24,753	25,753
9.	24,713	25,713	26,713
10.	25,948	26,948	27,948
11.	27,419	28,419	29,419
12.	28,942	29,942	30,942
13.	34,452	35,452	36,452

**SCHEDULE D**  
**SUMMER SCHOOL**

Summer School payment for teaching services rendered during summer school will be at the rate of \$9.00 per hour.

**SCHEDULE E**  
**1986-1987**  
**PRIOR SERVICE - LONGEVITY**

The annual salary of any teacher who, at the time of the teacher's most recent employment in this system, had previous satisfactory experience as a certified teacher shall be increased within the salary guide in Schedule A as follows: Two hundred (\$200) dollars per year for each year of prior experience up to but not exceeding five (5) years of prior service.

Upon completion of 16 years of service in the Jersey City School System—\$500.

Upon completion of 20 years of service in the Jersey City School System—\$500.

Upon completion of 25 years of service in the Jersey City School System—\$500.

Upon completion of 30 years of service in the Jersey City School System—\$500.

Upon completion of 35 years of service in the Jersey City School System—\$500.

This payment is in addition to the scheduled salary guide, and shall be considered to be a part of the teacher's total salary.

**SCHEDULE E**  
**1987-1988**  
**PRIOR SERVICE - LONGEVITY**

The annual salary of any teacher who, at the time of the teacher's most recent employment in this system, had previous satisfactory experience as a certified teacher shall be increased within the salary guide in Schedule A as follows: Two hundred (\$200) dollars per year for each year of prior experience up to but not exceeding five (5) years of prior service.

Upon completion of 16 years of service in the Jersey City School System—\$500.

Upon completion of 20 years of service in the Jersey City School System—\$500.

Upon completion of 25 years of service in the Jersey City School System—\$500.

Upon completion of 30 years of service in the Jersey City School System—\$500.

Upon completion of 35 years of service in the Jersey City School System—\$750.

Upon completion of 40 years of service in the Jersey City School System—\$750.

Upon completion of 45 years of service in the Jersey City School System—\$750.

This payment is in addition to the scheduled salary guide, and shall be considered to be a part of the teacher's total salary.

## SCHEDULE F

Lip Reading .....	\$ 650.
Reading Specialist .....	650.
Speech Correction .....	650.
Student Personnel Service .....	650.
Teachers of the Deaf .....	650.
Teachers of Sight Conservation .....	650.
Learning Disability .....	1,050.
School Social Workers .....	1,050.
Teachers of Practical Nursing (11 mos.)	10% premium

\*Teachers employed in the following areas prior to September, 1981, shall continue to receive the additional stipend over and above their regular salary.

Special Education, PS#31 and #32 .....	\$200.
Pre-Vocational Shop and Related-Work Teachers...	200.
Teacher in Charge (Annex) .....	300.
Dean of Students .....	350.
Home Instruction Teachers .....	350.
Hospital Class Teachers .....	450.
Cardiac Class Teachers .....	450.
Remedial Arithmetic .....	550.
Neurologically Impaired .....	650.
Socially and Emotionally Maladjusted .....	650.
Teachers of Mentally Handicapped, Educable & Trainable .....	650.

## SCHEDULE G ATHLETIC COACHES

The annual salary of the following athletic coaches shall be increased above the salary guide based on the first step in Schedule A of the current salary guide as follows:

### Sport

Football .....	16% Head Coach 8% Assistants
Basketball .....	16% Head Coach 8% 1st Assistant 7.4% 2nd Assistant
Baseball .....	11.5% Head Coach 5.5% Assistants
Soccer .....	11.5% Head Coach
Cross Country .....	4% Head Coach 2% Assistants
Indoor Track .....	5% Head Coach 3% Assistants
Spring Track .....	8% Head Coach 4% Assistants
Gymnastics .....	8%
Swimming .....	7.4%
Fencing .....	5%
Bowling .....	6.5%
Tennis .....	5%
Volleyball .....	4%
Faculty Advisor .....	16%

Coaches shall receive an extended service increment of \$100 after five (5) years of service; a second \$100 extended service increment after ten (10) years; and a third \$100 extended-service increment after twenty (20) years.

The following amounts will be paid in addition to normal stipends:

Cheerleaders .....	\$100.00	per person
Varsity and Junior Varsity .....	\$100.00	per person
Twirlers .....	\$ 50.00	per person
Pep Squad .....	\$ 50.00	per person
Color Guard .....	\$ 50.00	per person
Strutters .....	\$ 50.00	per person

#### JERSEY CITY BOARD OF EDUCATION

1987-1988

New Teachers Report: 9/8/87 - 8:30 A.M.

1. All newly hired teachers will participate in-service training for a minimum of ten (10) hours and not more than twenty (20) hours. This training will be conducted prior to the opening of school in September.
2. In the event that a teacher is hired after the opening of the school year, such training will be conducted after regular school hours.

All Teachers Report: 9/9/87 - 8:30 A.M.

School Opens: 9/10/87 - 8:30 A.M. School Closes: 6/23/88

Total - 180 days

SEPTEMBER					NOVEMBER				
M	T	W	T	F	M	T	W	T	F
					2	3	4	5	6
	8	9	10	11	9	10	11	12	13
14	15	16	17	18	16	17	18	19	20
21	22	23	(24)	(25)	23	24	25	(26)	(27)
28	29	30			30				
13 days					15 days				

OCTOBER					DECEMBER				
M	T	W	T	F	M	T	W	T	F
				1	2	1	2	3	4
5	6	7	8	9	7	8	9	10	11
(12)	13	14	15	16	14	15	16	17	(18)
19	20	21	22	23	21	22	23	(24)	(25)
26	27	28	29	30	(28)	(29)	(30)	(31)	
21 days					17 days				

**NEGOTIATING TEAM**

**1986 - 1988**

LOUIS T. SCIALLI ..... Bureau of Pupil  
President Personnel Services

THOMAS J. FAVIA ..... Ferris High School  
First Vice-President

KAREN A. NEUHOFF ..... P.S. No. 27  
Third Vice-President

ELBA PEREZ-CINCIARELLI ..... P.S. No. 3  
Corresponding Secretary

JANET FEGELY ..... P.S. No. 39  
Recording Secretary

JOSEPH BERNERO ..... P.S. No. 40  
Member-At-Large

PETER LONGO ..... Dickinson High School  
Director

PHILIP FEINTUCH, ESQ. ..... Legal Counsel

GERALD LANGE ..... NJEA Representative

**JERSEY CITY BOARD OF EDUCATION**

**OFFICERS 1986-1988**

Michael J. Marino, Board President  
Charles Blue, Board Vice President

**MEMBERS**

Reverend Charles Curtis	1985-Present
Timothy Dowd	1985-Present
Dolores Eccleston	1985-Present
Thomas Golodik	1985-86
Floradeliza Alacantara-Medel	1986-Present
Felix Samuel Ruiz	1986-Present
Aaron I. Schulman	1983-86

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